IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of:

Manivannan Devarajan, *et al.*   Examiner: Douglas B. Blair

Serial No.: 09/526,735

Filed: March 16, 2000   Art Unit: 2142

For: UNIFIED WEB-BASED INTERFACE TO
MULTIPLE REGISTRAR SYSTEMS
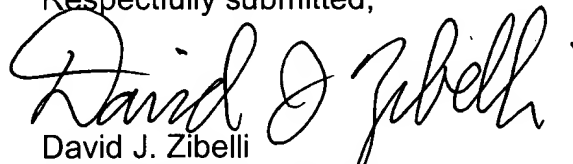
TRANSMITTAL OF APPEAL BRIEF UNDER 37 CFR 1.192

Commissioner for Patents
P.O. Box 1450
Alexandria, Virginia 22313-1450

ATTENTION: Board of Patent Appeals and Interferences

Sir:

Attached hereto, in triplicate, is Appellants' Brief under 37 CFR § 1.192 for the above-referenced application. The Commissioner is authorized to charge the requisite fee $340.00 (37 CFR 1.17(c) and all other fees associated with this submission to Deposit Account No. 11-0600.

Respectfully submitted,

Date: November 18, 2004

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*IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of: Manivannan Devarajan *et al.* Serial No: 09/526,735 Filed: September 3, 2002 For: UNIFIED WEB-BASED INTERFACE TO MULTIPLE REGISTRAR SYSTEM	Examiner: Douglas B. Blair Art Unit: 2142

APPEAL BRIEF

Commissioner for Patents
P.O. Box 1450
Alexandria, Virginia 22313-1450

ATTENTION: Board of Patent Appeals and Interferences

Sir:

Applicants submit this Appeal Brief in the above-referenced application. A Notice of Appeal was filed on June 18, 2004. The due date is extended by the attached petition for extension of time.

REAL PARTY IN INTEREST

Network Solutions, Inc. is the real party in interest for all issues related to this application by virtue of an assignment recorded at reel 10633, frame 0907.

RELATED APPEALS OR INTERFERENCES

There are no other appeals or interferences related to this application.

STATUS OF CLAIMS

This application contains claims 15-35. Claims 15-35 stand finally rejected as obvious over prior art, and claims 15, 20, 26 and 31 stand finally rejected as failing to comply with the

written description requirement of 35 USC 112. Claims 1-14 have been canceled. All rejections are appealed.

STATUS OF AMENDMENTS

No Amendment After Final Rejection was filed in this application.

SUMMARY OF THE INVENTION

The present invention includes improved methods and systems for booking domain names. In response to receiving at least one domain name from a customer, it is determined whether the domain name is available. If the domain name is available, the customer is presented with an option to book the domain name. The option to book the domain name includes an option to reserve the domain name and an option to register the domain name. In response to receiving a domain name reservation from a customer, the customer is prompted for a username and a password, and then the customer is presented with a domain name reservation form. In response to receipt of a completed domain name reservation form from the customer, a cost summary, request for payment and legal agreement are presented to the customer. The domain name is reserved in response to receiving payment information and an acceptance of the legal agreement from the customer.

As shown in Fig. 1, Customer 101 is an individual or organization that desires to book a domain name with a domain name registration service. The term "book" or "booking" refers to the general act of registering a domain name, which may include both the registration and reservation of domain names. In the embodiment of FIG. 1, a single domain name registration service owns and maintains each of the various servers, e.g., BIG IP servers 104 and 106; registration servers 108, 110, 112, and 114; payment servers 116 and 118; and reservation servers 120, 122, and 124. BIG IP servers 104 and 106 act as load balancing servers, and may alternate between servers to prevent bottlenecks. See page 5, line 4 – page 6, line 8.

Registration servers 108, 110, 112, and 114 serve as the initial contact point for customers. Once access to the registration server has been made, customer 101 is presented with a consolidated web page or site that includes the options of both domain name registration and domain name reservation. See page 6, line 20 – page 7, line 4.

FIG. 5 is an exemplary flowchart of an initial process for booking (e.g., registering or reserving) a web address in a manner consistent with the present invention. To initiate the booking process, the customer enters the desired domain name in a box on the unified interface web page (step 505). Upon receiving the domain name the unified interface initiates a whois--based query to check for domain availability (step 510). The whois-based query provides a search of the whois database for an entry with the entered domain name. If such an entry is found, then the domain name is not available. If no such entry is found, then the domain name is available. If the whois-based query results in the determination that the desired domain name is not available, then the unified interface informs the customer that the domain name is not available and shows the customer some possible alternatives to the domain name initially selected (step 515). See page 13, line 3- line 13.

If the whois-based query results in the determination that the desired domain name is available, then the unified interface informs the customer that the domain name is available and may show the customer some possible alternatives in addition to the domain name initially selected (step 520). After learning that the desired domain name is available, the customer may choose to enter more domain names to check for availability (step 525). If the customer decides not to include any more additional names, then the unified interface provides the customer with an option to book the domain names with either a registration process or a reservation process (step 530). In one embodiment, the unified interface allows the customer to decide how each individual domain name should be booked. After the customer has designated how each domain name should be booked, the unified interface provides the customer with an updated sum of charges and initiates the register web address process to register each of the domain names that the customer designated to be registered (step 535). After each registration is completed, the unified interface initiates the reserve web address process to reserve each of the domain names that the customer designated to be reserved (step 540). Alternatively, the unified interface may opt to reserve domain names before registering domain names. See page 13, line 20 – page 15, line 5.

If the customer has selected registration (FIG. 6), the registration server directs the customer to a page that asks whether or not the customer is an existing customer (step 605). If the customer is an existing customer, the customer enters a NIC handle (step 615), which is a unique identifier assigned to each domain name record, contact record, network record, etc.

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Upon receiving the NIC handle, the registration server retrieves information associated with the NIC handle and prepopulates a domain name registration agreement template with the relevant information (step 620), which is presented to the customer. Some of the template fields, however, may still need to be completed by the customer (step 625). These fields may include the e-mail address of the customer and name server information. Name server information includes at least a primary server host name, a primary server IP address, a secondary server host name, and a secondary server IP address. The customer may provide host names and IP addresses for more servers, but they are not absolutely necessary. The primary and secondary servers are servers hosted by the ISP or web hosting company with whom the customer has made previous arrangements. the customer is presented with a summary of the cost, instructed to provide information on method of payment (e.g., invoice or credit card), and required to accept a legal agreement between the customer and the domain name registration service.

The completed template is then e-mailed to the customer at the customer's e-mail address (step 630). The customer, having received the template via e-mail, verifies the information that is provided in the template (step 635), and then e-mails the template back to the registration server. Once the registration server receives the template (step 640), the registration server e-mails a tracking number back to the customer. This tracking number is the NIC handle that may be used in future dealings with the domain name registration service. The registration server next registers the web address (e.g., domain name) by storing the domain name(s) in registration database 204 and attempting to move the domain name from registration database 204 to the registry (step 645). See page 15, line 7 – page 17, line 8.

If the customer has selected reservation (FIG. 7), the registration server redirects the customer to reservation server 120, 122, or 124, where the customer is directed to a page that asks whether or not the customer is an existing customer (step 705). If the customer is an existing customer, then the customer enters a username and a password (step 710), resulting in the prepopulation of the form that is required to be completed by the customer (step 715). Information that may be prepopulated into the form includes account holder information, contact information, and account password information. After the form has been prepopulated, the customer may still have to complete a portion of the form (step 720). For example, the domain name registration service may make certain options available to a Customer choosing reservation, and the customer designates whether or not those options are desired. If the

customer is not an existing customer, then the customer designates whether he or she is reserving a domain name for a company or for an individual (step 718). After this designation, the customer completes the form in its entirety, including the account holder information, the contact information, the password information, and the information indicative of the options chosen (step 720).

After the empty form or prepopulated form has been completed, the customer submits the completed form to the reservation server by clicking on a button on a web page (step 725). The reservation server then presents the customer with a summary of the cost, requests credit card information from the customer, and requires the customer to accept a legal agreement between the customer and the domain name registration service. Once the legal agreement has been accepted, the registration server proceeds to initiate the reservation process by sending the form from the servlet running on the reservation server to a cuser unit (step 730). This process occurs, for example, in the manner described with reference to FIG. 3 above. The reservation server informs the customer as to the success or failure of the reservation.

ISSUES

A. Whether claims 15, 20, 26 and 31 are indefinite under 35 USC 112, first paragraph.

B. Whether claims 15-35 are obvious under 35 USC 103 over USP 6,560,634 (Broadhurst) in view of USP 5,881,131 (Farris).

GROUPING OF CLAIMS

All claims do stand or fall together. Separate reasons for patentability are provided for the claims of groups I and II, as set forth below in the Arguments.

Group I: claims 15-19 and 25-30.

Group II: claims 20-24 and 31-35.

ARGUMENT

Claims 15 And 26 Are Definite

The Final Rejection rejects claims 15 and 26 under 35 USC 112, first paragraph, as failing to comply with the written description requirement. The Final Rejection asserts that appellants description in the specification of the reservation process and the registration process are ambiguous and do not clearly convey the information that applicant has invented because they do not make apparent the difference between a reservation and a registration. The Examiner indicates that appellants have not described the difference between "reservation" and "registration."

The terms "registration" and "reservation" in claims 15 and 26 are definite. The term "registration" in conjunction with a registration process is described in the specification as including presenting a template to the customer, which may include name server information, including at least a primary server host name, a primary server IP address, a secondary server host name, and a secondary server IP address. The primary and secondary servers are servers hosted by the ISP or web hosting company with whom the customer has made previous arrangements. See pages 15 and 16. Thus, a domain name is "registered" when a customer has made previous arrangements for servers that will allow his domain name to be associated with his web site via the servers and entry of the domain name in a user's browser.

The term "reservation" is given it's ordinary meaning. A domain name is "reserved" by being set aside for future use by a customer. The specification describes the reservation process on pages 17 and 18, where the customer enters information including account holder information, contact information, and account password information. The specification does not describe the reservation process as including entry of the name server information as in the registration process. This is because reservation of a domain name is used to set aside the domain name for possible future use when the customer does not yet want to associate it with a web site.

Thus, the specification contains a written description of the invention. The specification describes the claimed invention in sufficient detail such that one of ordinary skill in the art would conclude that the inventor had possession of the invention. The terms "reservation" and

"registration" are described with sufficient detail such that one of ordinary skill in the art would conclude that the inventor had possession of the invention and the rejection of claims 15 and 26 (and all dependent claims) should be withdrawn.

Claims 20 And 31 Are Definite

The Final Rejection rejects claims 20 and 31 under 35 USC 112, first paragraph, asserting that the claims contain subject matter not described in the specification in such a way as to reasonably convey to one skilled in the art that the inventor had possession of the claimed invention. The Final Rejection asserts that the applicant does not provide a definition of the term NIC handle, and that the specification does not provide a definition of NIC handle, and that NIC handle is not a term of art.

The specification indicates that an NIC handle "is a unique identifier assigned to each domain name record, contact record, network record, etc." Page 15, lines 10-12. Thus, the specification does provide sufficient detail as to the meaning of this claim term to meet the requirements of 35 U.S.C. 112. The rejection of claims 15 and 26 (and as it may apply to dependent claims 21-24 and 32-35) should be withdrawn.

The Applied References Do Not Render Obvious Claims 15 and 26

The Final Rejection rejects claims 15-35 under 35 USC 103 over Broadhurst in view of Farris. The Final Rejection admits that Broadhurst does not disclose a reservation system separate from the registration system, but asserts that Farris teaches a domain name booking system that includes both reservation and registration components at col. 31, lines 10-37.

None of the applied references disclose or suggest presenting an option to book a domain name to the customer, the option to book the domain name including an option to reserve the domain name and an option to register the domain name, as recited in claims 15 and 26 of the present application. The Examiner's assertion that Farris teaches a domain name booking system that includes both reservation and registration components is incorrect. The Examiner refers to col. 31, lines 10-37 which states:

> InterNic has recently issued a "Domain Dispute Resolution Policy
> Statement" in response to the large number of trademark disputes

involving domain. The new policy requires applicants to defend, indemnify and hold harmless InterNic for any liability arising from certain claims related to the use or registration of the domain name. These claims include trademark of service mark infringement, tortious interference with contract or prospective business advantage and unfair competition.

The policy provides that if a third party, without a federally registered trademark or service mark, claims that a domain name infringes its trademark or service marks, the owner of the domain name will be allowed to continue to use the domain name unless a court or arbitrator issues an order to the contrary. InterNic reserves the right to withdraw a domain name if it receives such an order stating that the domain name belongs to a third party.

If InterNic, however, receives evidence that a registered domain name is identical to that of a third party's registered trademark or service mark, the owner of the domain name must provide InterNic with a certified copy of its own federal trademark or service mark registration for the mark being used as the domain name. In the event the owner of the domain name cannot do so, InterNic will aid in finding a new domain name and will provide a 90-day transition period during which both domain names will be used simultaneously. After the 90 days, the disputed name will be put on hold status until the dispute is resolved.

This portion of Farris does not disclose a domain name booking system that includes both reservation and registration components as asserted by the Examiner. The word "reservation" does not appear anywhere in these paragraphs, and these paragraphs do not describe separate registration and reservation components. Instead, these paragraphs discuss InterNIC's "Domain Dispute Resolution Policy Statement" related to the use or registration of the domain name. There is no discussion of any system that allows a user to select between "reserving" and "registering" a domain name.

Accordingly, because neither of the applied references disclose or suggest presenting an option to book a domain name to the customer, the option to book the domain name including an option to reserve the domain name and an option to register the domain name, as recited in claims 15 and 26, even if combined as suggested, the resulting

combination would not render obvious claims 15 or 26, or any claim dependent therefrom.

Further, because the applied references do not disclose or suggest presenting an option to book a domain name to the customer, the option to book the domain name including an option to reserve the domain name and an option to register the domain name, the applied references also do not disclose or suggest presenting a domain name reservation form to the customer, or, in response to receiving payment information and an acceptance of the legal agreement from the customer, reserving the domain name, as recited in claims 15 and 26 of the present application.

For the above reasons, it is submitted that the rejection of claims 15 and 26, and dependent claims 16-25 and 27-35, is improper and should be withdrawn.
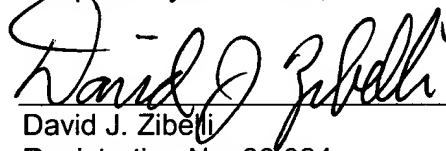
CONCLUSION

Applicant respectfully requests reversal of the rejections of claims 15-35. These claims are allowable over the cited art.

Respectfully submitted,

Date: Nov. 18, 2004

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APPENDIX

15. A method for booking domain names, comprising:

in response to receiving at least one domain name from a customer, determining whether the domain name is available;

if the domain name is available, presenting an option to book the domain name to the customer, the option to book the domain name including an option to reserve the domain name and an option to register the domain name;

in response to receiving a domain name reservation request from the customer, prompting the customer for a username and a password;

in response to receiving the username and the password from the customer, presenting a domain name reservation form to the customer;

in response to receiving a completed domain name reservation form from the customer, presenting a cost summary, a request for payment and a legal agreement to the customer;

in response to receiving payment information and an acceptance of the legal agreement from the customer, reserving the domain name.

16. The method of claim 15, wherein the domain name reservation form includes account holder information, contact information and account password information.

17. The method of claim 15, wherein said reserving the domain name includes:

selecting a primary name server and a secondary name server from a plurality of name servers;

creating a first domain name entry in the primary name server and the second domain name entry in a secondary name server;

creating a template based on the completed domain name reservation form; and

storing domain name information based on the template within a reservation database.

18. The method of claim 17, wherein said selecting the primary name server and the secondary name server is based on a load balancing procedure.

19. The method of claim 17, further comprising:

determining whether the domain name is already stored within the reservation database; and

if so determined, invalidating the domain name reservation request.

20. The method of claim 15, further comprising:

in response to receiving a domain name registration request from the customer, prompting the customer for an NIC handle,

in response to receiving the NIC handle from the customer, presenting a domain name registration agreement template to the customer;

in response to receiving a completed domain name registration agreement from the customer, presenting a cost summary, a request for payment and a legal agreement to the customer;

in response to receiving payment information and an acceptance of the legal agreement from the customer, sending a first electronic mail message, including the completed domain name registration agreement, to the customer; and

in response to receiving a second electronic mail message, including a verified domain name registration agreement, from the customer, registering the domain name.

21. The method of claim 20, wherein the domain name registration agreement template includes registrant information, administrative contact information, technical contact information and billing contact information.

22. The method of claim 21, wherein the completed domain name registration agreement includes a customer electronic mail address and name server information.

23. The method of claim 22, wherein said registering the domain name further comprises:

sending a third electronic mail message, including a tracking number associated with the domain name, to the customer;

storing domain name information based on the verified domain name registration agreement in a registration database; and

sending the domain name information to a registry for registration.

24. The method of claim 23, further comprising:

determining whether the domain name is already stored within the registration database; and

if so determined, invalidating the domain name registration request.

25. The method of claim 15, further comprising:

in response to receiving the domain name from the customer, determining at least one alternative domain name based on the domain name;

presenting the alternative domain name to the customer; and

receiving the alternative domain name from the customer for booking.

26. A system for booking domain names over a network, comprising:

at least one load balancing server, coupled to the network, adaptively configured to:

receive a booking request, including at least one domain name, from a customer;

a plurality of registration servers, coupled to the network, the load balancing server and a registration database, each of the plurality of registration servers adaptively configured to:

receive the booking request forwarded from the load balancing server,

determine whether the domain name is available,

if so determined, present an option to book the domain name to the customer, the option to book the domain name including an option to reserve the domain name and an option to register the domain name, and

receive a domain name reservation request from the customer; and

a plurality of reservation servers, coupled to the network, the load balancing server and a reservation database, each of the plurality of reservation servers adaptively configured to:

receive the domain name reservation request forwarded from one of the plurality of registration servers,

prompt the customer for a username and a password,

present a domain name reservation form to the customer in response to receipt of the username and the password from the customer,

present a cost summary, a request for payment and a legal agreement to the customer in response to receipt of a completed domain name reservation form from the customer, and

reserve the domain name in response to receipt of payment information and an acceptance of the legal agreement from the customer.

27. The system of claim 26, wherein the domain name reservation form includes account holder information, contact information and account password information.

28. The system of claim 26, wherein to reserve the domain name includes to:

select a primary name server and a secondary name server from a plurality of name servers;

create a first domain name entry in the primary name server and the second domain name entry in a secondary name server;

create a template based on the domain name reservation form; and

store domain name information based on the template within the reservation database.

29. The system of claim 28, wherein to select the primary name server and the secondary name server is based on a load balancing procedure.

30. The system of claim 28, wherein the each of the plurality of reservation servers is further adapted to:

determine whether the domain name is already stored within the reservation database; and

if so determined, invalidate the domain name reservation request.

31. The system of claim 26, wherein the each of the plurality of registration servers is further adapted to:

prompt the customer for an NIC handle in response to receipt of a domain name registration request from the customer;

present a domain name registration agreement template to the customer in response to receipt of the NIC handle from the customer;

present a cost summary, a request for payment and a legal agreement to the customer in response to receipt of a completed domain name registration agreement from the customer;

send a first electronic mail message, including the completed domain name registration agreement, to the customer in response to receipt of payment information and an acceptance of the legal agreement from the customer; and

register the domain name in response to receipt of a second electronic mail message, including a verified domain name registration agreement, from the customer.

32. The system of claim 31, wherein the domain name registration agreement template includes registrant information, administrative contact information, technical contact information and billing contact information.

33. The system of claim 32, wherein the completed domain name registration agreement includes a customer electronic mail address and name server information.

34. The system of claim 33, wherein to register the domain name further comprises to:

send a third electronic mail message, including a tracking number associated with the domain name, to the customer;

store domain name information based on the verified domain name registration agreement in the registration database; and

send the domain name information to a registry for registration.

35. The system of claim 34, wherein the each of the plurality of registration servers is further adapted to:

determine whether the domain name is already stored within the registration database; and

if so determined, invalidate the domain name registration request.